UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION

THE HONORABLE ANDRE BIROTTE JR., JUDGE PRESIDING

UM CORPORATION, a Japanese corporation, Plaintiff and Counterdefendant, vs. TSUBURAYA PRODUCTIONS CO., LTD., a Japanese corporation, Defendant and Counterclaimant.	)	No. CV 15-3764-AB-AJW

REPORTER'S TRANSCRIPT OF CROSS-EXAMINATION OF

PERASIT SAENGDUENCHAI

Los Angeles, California

Monday, November 13, 2017, 2:59 P.M.

Day 4 of Jury Trial, Page 1 through 53, Inclusive

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LOS ANGELES, CALIF.; TUESDAY, NOVEMBER 7, 2017; 2:59 P.M.

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PERASIT SAENGDUENCHAI, PLAINTIFF'S WITNESS, RESUMED

CROSS-EXAMINATION

BY MR. QUINN:

Q. Good afternoon, Mr. Saengduenchai. Good afternoon, ladies and gentlemen of the jury.

A. Good afternoon, Mr. Quinn.

Q. You've told us that your father had this very important piece of paper, this prized possession, this what's been referred to as this 1978 document or agreement; correct?

A. Yes, sir.

Q. And it was so important, so valuable, that he kept it in a safe in your home; is that correct?

A. In his home, yes, sir.

Q. And it was so valuable that the one time in your teenage years when you could specifically recall actually seeing the original of that document yourself, it sticks in your mind because you mishandled it and your father got very angry with you; is that correct?

A. Yes, sir.

Q. And I think I jotted this down. On direct examination you said your father told you, at that time that you mishandled it, he told you that's the Ultraman document. You're going to have to be involved in that one day. He's

grooming you for that; that role with Ultraman; correct?
A. Yes, sir. That's correct.
Q. And that's what you testified that he said to you?
A. Something like that, sir, but not in English, in Thai.
Q. But actually you've testified about this occasion previously, haven't you?
A. Yes, sir, I did.
Q. Your deposition was taken?
A. Last year, sir.
Q. And you were under oath at that time?
A. Yes, sir, I was.
Q. And you related this incident then?
A. Yes, sir, I did.
MR. QUINN: And your testimony then -- Counsel, from page 250, line 22, to 251, line 3.
"QUESTION: You simply touched it. Handled it and then. I handled it, he -- the handling was a problem.
"QUESTION: Hmm? Did he say anything about the agreement and what it meant and what it know."
And your answer then was, "No, not specifically."
But let's go back to this one-page piece of paper that was so valuable. According to you and according to your father, that one page of paper was so valuable because it gave him the rights to Ultraman all around the world excluding Japan; correct?

A. Yes, sir.
Q. And according to you and according to him, it gave him the right to stop others from using Ultraman anywhere in the world except Japan; correct?
A. I don't quite understand the question, sir, but I understand the using but the stopping.
Q. Well, I mean, he had, according to you, this document gave him the exclusive right to use Ultraman around the world except in Japan; correct?
A. Yes, sir. Correct.
Q. And by being the person with the exclusive rights, according to you and him, that gave him the right to stop others from using Ultraman around the world?
A. Yes, sir.
Q. And if others didn't stop, it gave him the right to demand money from other people who used Ultraman; correct?
A. If there was a loss of, yes, sir.
Q. So let's talk about the rights that you say that your father had and that you say he passed on to you; and if we could look at Exhibit 4A, if we could put that up on the screen, and if we could just enlarge the second half, Ken.
(The exhibit was displayed on the screen.)
BY MR. QUINN:
Q. In your understanding, this one-page piece of paper gave him the exclusive distribution rights outside Japan;

correct?
A. Yes, sir.
Q. And not only for the original Ultraman works but any adaptations of those original works; correct?
A. Did I say that, sir?
Q. That's my question to you. I mean, it not only gave the exclusive right to distribute the original Ultraman works. It also gave him, according to you, the exclusive right to distribute any adaptations of the original works; correct?
A. I don't believe I used the word "adaptation rights," sir.
Q. Well, I'm asking you. I'm just asking you this question. In your understanding, sir, this document not only gave your father and then you rights to the original works but also to adaptations and derivative works; correct?
MR. CHIBIB: Objection, Your Honor. May we have a sidebar briefly?
THE COURT: All right.
(The following was held at the bench:)
MR. CHIBIB: Your Honor, I believe Mr. Quinn is getting into the very issue around the summary judgment; what was decided in the summary judgment and what it still remains in this case.
And I feel like the questions are directed to

UMC's position in this lawsuit before Your Honor's summary judgment motion.

THE COURT: Okay. Can you flesh that out a little further?

MR. CHIBIB: Yes. As of right now in this lawsuit, we're debating whether or not this agreement is valid. We're no longer debating whether or not we have rights to derivative works or anything along those lines which is what Mr. Quinn is asking. We're saving that for appeal.

But this trial is about the works that are listed in the exhibit, in Exhibit 4A, and whether or not the agreement is valid.

THE COURT: Mr. Quinn.

MR. QUINN: Your Honor, this is I think the issue we talked about before. Whether this is valid, the position that they were taking at the time that this gave them the right not only to the original works but all adaptations, all derivatives, all new Ultraman works, that bears on the credibility of the claim that this is an authentic document that it purports to be.

THE COURT: How so? I'm a little confused. What difference does it make if what they thought, what rights they thought they had by virtue of this document?

MR. QUINN: Well, this is the question, Your

Honor. Would they have stood by while we created new Ultraman works for 20 years if this document gave them the right to new Ultraman works which was the position they took at the time.

When they walked into that video store, it's a derivative work and they say we can stop that. We own that.

And the whole point of this is that it has a bearing on whether this contract is what they claim it is. Whether it's an authentic agreement.

I mean, would it -- is it likely that we would have given away not only the rights to the original Ultraman works but everything that came afterwards and would they have sat by while we distributed those works?

I mean, that's the point, Your Honor. We're not looking to relitigate the summary judgment motion. That is what it is. This is the credibility of the positions that they've taken and would they -- would we have given those rights away.

THE COURT: Mr. Chibib.

MR. CHIBIB: Your Honor, the crux of this is that, you know, we haven't put on any evidence of what this contract means and what it should mean because we had no right to, Your Honor, because you ruled.

We didn't put any of those documents on our exhibit list. We don't have an expert here to testify about

what this means. I think this is -- he's trying to make the witness be inconsistent with the positions that we're taking in this trial which we're forced to take.

I just don't understand how bringing up their previous claim and position, how it doesn't just confuse the jury completely.

THE COURT: All right. Mr. Quinn, you can ask this question and then we move on. I think you've made your point but I think we're going to start -- I'm worried that if you continue down this line of questioning we're going to start getting into an area of quicksand that I don't want to get into.

MR. QUINN: All right. Understood, Your Honor.

MR. CHIBIB: Thank you, Your Honor.

THE COURT: All right.

(The following was in open court in the jury's presence:)

THE INTERPRETER: While there was a sidebar discussion, the witness asked the interpreter to translate the question in Thai which the interpreter did.

THE COURT: All right. Thank you.

So now, Mr. Quinn, you may ask your next question, please.

MR. QUINN: Yes.

Q. According to you and according to your father, this document, the 1976 document, gave him and you the rights

over not only the original Ultraman characters, but also any adaptive works and derivative works; correct?

A. Incorrect, sir. My father definitely he believes that he has his rights. He always claimed that he had the rights to adaptive work. That would be my father.

May I explain that? Because it's agreement between him and Mr. Noboru Tsuburaya so to him he told me many times anything outside of Japan would belong to him. In Japan we could not touch. It belonged to Mr. Noboru. That's the agreement.

So my question to you, Mr. Quinn, when -- I'm sorry -- my reply to you, Mr. Quinn, is his position and my position has been different.

Q. Well, did I understand you just to say that your father always believed he had the rights to adaptive works?

A. Yes, sir.

Q. And you believe that?

A. No, sir. I don't believe that I have -- I believe what I was told when I was young that we had adaptive work. But according to document, we had a discussion with my father. I believe it's something very -- in the gray zone so let's leave it at the original work.

Q. He signed an agreement -- your father signed an agreement transferring whenever he had to you; correct?

A. Yes, sir.

Q. All right. So the rights that this one-page document according to you gave were distribution rights or the original works and adaptive works; correct?
A. Excuse me, sir?
Q. If we can look at Article 3, 3.1, the rights that this gave included distribution rights; correct?
A. Yes, sir.
Q. And production rights?
A. Yes, sir.
Q. And reproduction rights?
A. Yes, sir.
Q. Copyrights?
A. Yes, sir.
Q. Trademark?
A. Yes, sir.
Q. Broadcasting through any mass media; is that correct?
A. Yes, sir. That's correct.
Q. Reproduction of all models and characters used in the films; right?
A. Yes, sir.
Q. And the right to license other people to do these things. You thought you had the rights to do that as well under this piece of paper; correct?
A. Correct, sir.
Q. And down at the bottom that refers to a prepaid

license. Do you see that?
A. Yes, sir.
MR. QUINN: Maybe we could highlight that, Ken.
(The exhibit was displayed on the screen.)
BY MR. QUINN:
Q. "Amount in full has already been received for the license." Do you see that?
A. Yes, sir.
Q. And what that means is that if someone else created an Ultraman work, then you would have the right -- you would have a license to that that has been prepaid, in effect. You could use an Ultraman work created by somebody else; correct?
MR. CHIBIB: Objection.
THE WITNESS: No, sir.
MR. QUINN: I'm sorry?
THE COURT: Hold on. Let's get the objection.
MR. CHIBIB: Objection is just mischaracterizing the document, Your Honor.
THE COURT: Overruled.
BY MR. QUINN:
Q. You can answer.
A. No, sir.
Q. All right. So let's look at your father's conduct between 1996 and 1995 when Mr. Noboru died to see if your

father acted as if he owned all these rights that we've just referred to. Okay?

A. Yes, sir.

Q. Now, during that time period, it's true, isn't it, that Tsuburaya Productions was openly distributing Ultraman around the world, creating new movies, creating new characters in many countries around the world?

Isn't that correct?

A. Yes, sir.

Q. During those 19 years?

A. Yes, sir.

Q. And let's take a look, for example, at Exhibit 307 which is in evidence.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. And this is an agreement from 1976. It's also on the screen if that's easier for you.

You see this is the agreement from 1976, the same year the 1976 document, according to you, was signed giving another company the right to broadcast "Ultra 7" in Hong Kong.

Do you see that?

A. Yes, sir.

Q. And that's -- and then if we could look at Exhibit 1013 in evidence.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. There in 1981 Tsuburaya gave another company the television rights to "Ultra 7" in Latin America, Spain, and Portugal. Do you see that?

A. Yes, sir.

Q. And do you recall your father -- we've just looked at the Exhibit 307 relating to Hong Kong. Do you recall your father ever objecting to that, the fact that Tsuburaya was licensing Ultraman materials in Hong Kong?

A. He would definitely, sir, if he had known.

Q. All right. So your understanding is that if this happened, your father just didn't know about it? Is that what you're saying?

A. For one thing, sir, when he does know about it, things like Video Square, he would take action very aggressively.

Q. All right. You told us that you're the keeper. You went through all the documents and you were the record-keeper. And I think you've even testified, given the jury some testimony about the meaning of documents going back to when you were five or six years old; correct?

A. Yes, sir.

Q. Well, my question to you is: Did you find any documents indicating that your father objected to this license that was given in 1976 in Hong Kong for "Ultra 7"?

A. Nobody knew about the Hong Kong, sir, until the lawsuit.
Q. That's not my question. My question: Did you come up with any -- did you see any indication, any documents indicating he objected to it?
A. Can I explain, sir?
Q. I'd appreciate if you could answer my question. Your counsel will have a chance to ask you additional questions?
A. Could I have that question again, sir?
Q. In your taking care of all these documents, having custody of all the documents and reviewing them, did you find any documents from your father voicing any objection to this license, Exhibit 307?
A. No, sir.
Q. And similarly, Exhibit 3013, the license in Latin America, you know, did you find anything indicating that your father made any objection to this license?
A. No, sir.
Q. Then if we could look at Exhibit 2014. This is also in evidence. In 1985, Tsuburaya gave another company all distribution rights to "Ultra 7" in every country in the world with certain exceptions.
Do you see that? If we could put that up on the screen.
TECHNICIAN: 2014?

MR. QUINN: 2014-12.
THE COURT: I don't have that in evidence.
MR. QUINN: I'm sorry. Okay.
We would offer Exhibit 2014, Your Honor.
THE COURT: Any objection?
MR. CHIBIB: I'm not sure I know what 2014 is, Your Honor.
THE COURT: It's on the exhibit list. It's multimedia.
MR. CHIBIB: Oh, yeah. No objection to that, Your Honor.
THE COURT: All right. So 2014 will be admitted.
BY MR. QUINN:
Q. If we could put that on the screen, please and if we could look at 2014-12, you'll see here, sir, that in 1985 Tsuburaya gave another company all distribution rights to "Ultra 7" in every country in the world.
Do you see that?
A. May I have the exhibit number again, please.
Q. 2014. I'm sorry. 1014. My mistake.
THE COURT: So what you meant to say earlier was "1014"?
MR. QUINN: Yes, Your Honor.
THE COURT: So then, Counsel, take a look at 1014; and Mr. Chibib will let me know if he has an objection.

MR. CHIBIB: None, Your Honor. I think it may already be in.

MR. QUINN: This one was in, Your Honor. I gave the wrong number before.

THE COURT: Okay. So 1014.

BY MR. QUINN:

Q. All right. Sir, do you see that in 1985, Tsuburaya gave another company all distribution rights to "Ultra 7" in every country of the world with certain exceptions?

A. Yes, sir.

Q. And in your review of documents or anything, did you find any indication that your father objected to this?

A. No, sir.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. If we could look at Exhibit 1017 also in evidence, in 1988 Tsuburaya gave another company merchandising rights to "Ultraman, The Adventure Begins" in Australia, New Zealand, Singapore, and Hong Kong. Do you see that, sir?

A. Yes, I do, sir.

Q. Do you recall your father voicing any objection to this?

A. No, sir.

MR. QUINN: If we could look at Exhibit 309 also in evidence.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. In 1988 Tsuburaya gave another company the right to distribute half a dozen different Ultraman works in countries all over the world.

If we could look at pages 2 and 3, you'll see lists there of the different countries around the world.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. Do you see that, sir?

A. Yes, I do.

Q. Do you recall your father voicing any objection to this?

A. No, sir.

Q. If we could look at Exhibit 142, in 1990 Tsuburaya entered into an agreement giving Ultraman rights to distribute and license all Ultraman works in every country outside of Japan.

If we could look at subparagraph D, Ken, in 142-3.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. Do you see that, sir, that Tsuburaya gave a license to Ultracom in 1990?

A. Yes, sir.

Q. And then Ultracom -- I mean, you know now that that was

an entity set up -- specifically set up by Tsuburaya to license Ultraman around the world, to continue these licensing efforts around the world. You're aware of that; correct?

A. Correct, sir.

Q. And Ultracom then entered into dozens of agreements all over the world with different companies to distribute and display and broadcast Ultraman; correct?

A. Yes, sir.

MR. QUINN: If we could look at 2234-2.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. We see there at least a partial list of some of the different licenses around the world that Ultracom entered into; correct?

A. Yes, sir.

Q. All right. And in the research that you did and in going through the documents, did you see any evidence that your father objected to these before Mr. Noboru passed away?

A. No, sir.

Q. You heard Mr. -- if we could look at Exhibit 2294, it's a chart. It's a list of various agreements that Tsuburaya entered into covering different works around the world.

Do you see that, sir?

THE COURT: I'm sorry. What exhibit is this?

MR. QUINN: This is Exhibit 2294.
THE COURT: Is this in evidence?
MR. QUINN: Yes, Your Honor.
MR. CHIBIB: I believe this was stipulated to, Your Honor.
MR. QUINN: This was stipulated to, Your Honor.
THE COURT: Oh, this was the last exhibit. All right. Go ahead.
BY MR. QUINN:
Q. You see here on this chart that you've got before you a list of different licensing arrangements, arrangements for broadcasting, various Ultraman properties all around the world that Tsuburaya entered into.
Do you see that there, sir?
A. Yes, sir, I do.
Q. Prior to the death of Mr. Noboru, do you recall your father ever voicing any objection to any of these activities that Tsuburaya was doing all around the world with Ultraman?
A. No, sir.
Q. So just to recap then, would it be fair to say that from 1976 right up to 1995 when Mr. Noboru passed away, Tsuburaya Productions was very openly and, obviously, all around the world promoting Ultraman; correct?
A. Yes, sir.
Q. And so far as you know or so far as you're in a

position to tell this jury, at no time during those 19 years, at no time before Mr. Noboru passed away did your father voice any objection to that?

A. No, sir.

Q. My statement is correct?

A. Yes, sir.

Q. All right. So there was no time when he said: Wait a second, folks. Because of this piece of paper here, you really shouldn't be doing this. I'm the only one who can do that. I'm the only one that can distribute Ultraman around the world.

So far as you know, he never did that; correct?

A. He did that, sir, but not to your question.

Q. Okay. Now, you've indicated -- is it your testimony that the reason your father never objected to the licensing and broadcast of Ultraman all around the world by Tsuburaya was that he simply didn't know it was happening?

Is that your testimony?

A. Yes, sir.

Q. Well, let's see. Your father, I think you told us, was in the motion picture business?

A. Yes, he is, sir.

Q. He made movies?

A. Yes, he does, sir.

Q. He attended film festivals?

A. Yes, sir.
Q. He attended film markets?
A. Yes, sir.
Q. And the whole point of a film market is that's where people come to sort of show what's available and try to sell it to the public; correct?
A. Correct, sir.
Q. And, in fact, you went with him some of those times; correct?
A. I did, sir.
Q. And there are booths at those markets; right? Where people who own different properties like Ultraman, they make it known that Ultraman is available for licensing; correct?
A. Will you repeat that again, sir?
Q. There are booths where people own various types of motion picture properties, they make it known that they have those properties and they're available for licensing; correct?
A. Yes, sir.
Q. Did your father go to these markets? I mean, he had these other properties like this -- you referred to this "Crocodile" movie. Did your father ever go to these markets and try to sell his own films?
A. No, sir. He goes to the market but he's got Mr. Dick that I know I mentioned about. Mr. Dick was responsible --

Q. I'm sorry. So he had an agent who would do that for him by I going to these markets to try to promote his properties; correct?
A. Correct, sir.
Q. You were here when Mr. Morishima testified that he talked to Mr. Sompote at a film convention in 1993 in Italy in front of a booth promoting the worldwide distribution of Ultraman. Do you recall that testimony by Mr. Morishima?
A. Yes, sir.
Q. And you heard the testimony from Mr. Morishima that this conversation takes place in front of the Ultraman booth and that he didn't voice any objection to the fact that Tsuburaya was there selling Ultraman.

You heard that testimony?

A. Yes, sir, I heard it.
Q. Was that one of the markets -- film markets that you accompanied your father to?
A. Mr. Morishima testified that he was at one of the film market. I don't remember which one he was mentioning to. There were two films markets, sir.
Q. You heard Mr. Kazuo say that he spoke to your father in the 1990s and told him that Tsuburaya was filming an Ultraman movie in the U.S. Do you recall that testimony?
A. Yes, I do, sir.
Q. And do you recall the testimony that your father did

not voice any objection? He was more excited about selling his mineral water business. Do you recall that?

A. That's what Mr. Kazuo said, yes, sir.

Q. And, in fact, was your father at one point involved in a mineral water business?

A. My father owns a water company, not a mineral water, sir. He owns a manufacturing plant which later on he sold very profitable.

Q. Whether mineral water, it was some type of water?

A. Yes, sir, but he would not be going to Japan to sell water. I don't think that's --

Q. You indicated in addition to the fact that your father was in the business and would go to film markets, that I think you told us, at least in your deposition, that he was, the word you used was "obsessed" with Ultraman.

Do you recall that?

A. Did I use the world "obsess"? He thinks -- I said that he thinks he's Ultraman, sir, but I'm not sure it's obsessed.

Q. All right. But like I think you told us, he wears an Ultraman suit?

A. No, sir. That's a funny thing. His suit -- his necktie is Ultraman but not --

Q. Not the suit.

A. Not the suit.

Q. The tie but he --
A. No, sir. The suit -- I mean, when I say the suit -- sorry, sir. When we say a suit, it means the Ultraman costume is also we call that Ultraman suit.
Q. Okay.
A. So he was not at any time wearing or running around or trying to be Ultraman.
Q. All right. But he was wearing Ultraman slippers? He had Ultraman slippers he wore?
A. He had Ultraman slippers but he didn't wear it, sir. But the suit -- I mean, it's got Ultraman Hawaiian logo on that suit is what I meant, sir.
Q. All right. And he had a collection of Ultraman materials?
A. It's the largest in the world. We call it The Ultraman Museum.
Q. Even he had Ultraman toilet paper I think you said?
A. Yes, sir, but not -- he didn't make the toilet paper. I've seen it around.
Q. Okay. But certainly he was somebody -- your father was somebody who was very focused on Ultraman. Is that fair to say?
A. Yes, sir.
Q. Prior to Mr. Noboru's death, you are not aware of any steps that he took to stop Tsuburaya from making Ultraman

movies or merchandise or licensing it or anything of that nature; correct?
A. Not Mr. Tsuburaya company because he was in Thailand, sir. But anything that anybody infringed on Ultraman rights that he was aware of in Thailand especially that came to his attention, he would definitely.
Q. Okay. My question is, my understanding of your testimony is that prior to Mr. Noboru's death, you're not aware of anything that your father did, any steps he took to try to stop Tsuburaya from all these Ultraman activities around the world; correct?
A. No, sir.
Q. Is my statement, correct?
A. Yes, sir.
Q. And, in fact, the first instance you're aware of when he tried to stop somebody from doing something he thought was inappropriate with Ultraman was in September of 1995 when he walked into a video store in Bangkok; correct?
A. Not correct, sir.
Q. Well, in September of 19 -- you're aware of this incident in September of 1995?
A. Yes, sir. We called the video the Video Square.
Q. And there's a video store in Bangkok called Video Square?
A. No, sir, they are a distributor.

Q. They are a distributor?
A. They are not a video store.
Q. Okay. But whatever, he walks into them -- he walks into this distributor, their place of business and objects; correct?
A. No, sir. He sent his lawyer because he found out that they've infringed rights so his lawyer sent a letter to them.
Q. All right.
A. It's just not a shop, sir.
Q. All right. He didn't personally go. He had a letter sent; correct?
A. Yes, sir.
Q. And that was in September of 1995; correct?
A. Yes, sir.
Q. All right. And Mr. Noboru had passed away the preceding June; correct?
A. Yes, sir. We later found out.
Q. All right. So that store or that video distribution company, that had been there for some number -- they've been doing business for some number of years; correct?
A. The Video Square, sir?
Q. Yes, sir.
A. Yes. The Video Square has been doing other products for I think a few years. I don't really know them.

Q. And it wasn't until after Mr. Noboru the other person who -- or the person who signed that 1976 document, according to you, passed away that he sent this letter; correct?

A. You mean the letter to Video Square?

Q. Yes.

A. Yes, sir. The date is after that.

Q. And you're not aware of any occasion prior to Noboru passing away whether your father contacted Video Square and said: You shouldn't be doing this. I have all the rights to Ultraman outside of Japan.

You're not aware of his ever doing that before Noboru passed away; correct?

A. I was aware, sir.

Q. So are you saying that before Noboru passed away your father wrote a letter to Video Square?

A. Not to Video Square, sir.

Q. All right. So I'm focusing on Video Square. It's true, isn't it, that the very first time your father contacted Video Square and said: I have all the rights to Ultraman outside of Japan, you shouldn't be doing that, the first time he does that is after Noboru passes away?

A. Yes, sir.

Q. Now, let's talk about what your father was doing as it relates to Ultraman all these years between 1976 and

Mr. Noboru's death in 1995 to exploit or to get value from this very valuable piece of paper. Okay? Let's talk about that for a moment.

A. Yes, sir.

Q. And of course we know now your father is a movie producer. He certainly knew how to make characters; correct?

A. Yes, sir.

Q. He knew how to make movies?

A. Yes, sir.

Q. He was involved with television as well?

A. Mainly films, sir.

Q. All right. But I mean, he knew how to make television -- he knew how to make material that could be broadcast on television?

A. Yes, sir.

Q. And he knew how to license other people if he owned a particular property or brand? He would know how to license things?

A. Yes, sir.

Q. And he would know how you could make licensed merchandise and make arrangements to get that done?

A. Yes, sir.

Q. And I think you've told us he knew during those 19 years how to promote his products, the properties that he

owned at film markets and festivals; correct?
A. Yes, sir.
Q. And he did that with respect to his other properties; correct?
A. Yes, sir. Through Mr. Dick Randall.
Q. All right. And during those 19 years, he made one movie, actually "Hanuman and the Seven," which is the first movie referenced on the Exhibit 4A if we could put that up there.
(The exhibit was displayed on the screen.)
MR. QUINN: Up at the top.
Q. That's listed in the 19 -- that "Hanuman and the Seven," that's the second 1.2 there. That obviously had already been created before the '76 document was signed; correct?
A. Yes, sir.
Q. And I think you've told us that that is a movie that your father had paid Tsuburaya to make; correct?
A. Yes, sir, correct.
Q. All right. So he owned that one; correct?
A. Yes, sir.
Q. So there would -- you didn't need the 1976 document for him to get rights in "Hanuman and the Seven Ultraman" because he already owned that one; correct?
A. Could you repeat that again?

Q. Yes. He had paid Tsuburaya Productions to make this particular film and he owned it; correct?
A. Yes, sir.
Q. And so you didn't need the 1976 document for him to get ownership of that; right?
A. Exactly, sir.
Q. And then you testified about another movie "Hanuman and the Eleven" which is then shown in the United States as "Space Warriors"; is that correct?
A. Yes, sir.
Q. And "Hanuman and the Eleven" was actually -- I don't know how to put this -- a mash-up or you would know how to say this better than I do. You take clips from the two movies, "Hanuman and the Seven" and another movie called "Zoffy" and you slice them together and you created "Hanuman and the Eleven"; right?
A. To some extent, yes, sir.
Q. Right. I mean, that's -- "Hanuman and the Eleven" does consist of splicing together different parts of "Hanuman and the Seven" and the "Zoffy" movie we've heard about; correct?
A. Yes, sir.
Q. And so the one -- and the "Zoffy," he got rights to use "Zoffy" from Tsuburaya; correct? To make that movie?
A. Yes, sir.
Q. So "Hanuman and the Eleven" which comes to the United

States and ends up in the TV listings as "Space Warriors" is a combination of two movies that your father had already gotten the rights to; correct?

A. Yes, sir.

Q. One being "Hanuman the Seven" and the other being "Zoffy" which he paid for; correct?

A. Yes, sir.

Q. And that mash-up is the only Ultraman movie that your father made between 1976 and Mr. Tsuburaya's death; correct?

A. Yes, sir.

Q. There has been some testimony about a music video and we saw that music video but actually you've never seen a license agreement between your father and that singer; isn't that true?

A. I believe I've seen it, sir. It's just one page in Thai.

Q. If we could take a look at your deposition, page 286, and actually if I could withdraw that.

You were not personally involved in whatever was discussed between your father and that singer; isn't that correct?

A. No, sir, I was not involved.

Q. So you don't have any personal knowledge about what they discussed; correct?

A. Correct, sir.

Q. And if you could take a look at page 286 of your deposition, line 17, to 287, line 1.
A. 286.
Q. 286, line 22, to 287, line 1.
Do you see that?
A. Yes, sir.
Q. And your testimony was -- you were asked: "But have you ever seen a written document reflecting any of the licensing arrangements?
"Maybe one. I didn't see the singer one. But the TV I might have because he's got a few for the TV."
Do you see that testimony that you gave before previously?
A. Yes, sir.
Q. But, I mean, do you have a license agreement between your father and this singer?
A. I believe we had, sir. I think it's an old contract but it's in Thai.
Q. I mean, you've been involved in collecting documents that would be relevant for this trial?
A. Yes, sir.
Q. And is it here in the courtroom somewhere or have you seen it in preparing to testify?
A. No. If it isn't there, it's in Thailand, sir.
Q. It's in Thailand?

A. Yes.
Q. You didn't bring that one with you?
A. No, sir. As I mentioned before, it's in Thai. I'm not that responsible in Thai. I don't read Thai that well. But I'm sure I either seen it or not.
Q. All right. We've seen a lot of documents that are in Thai. The jury has seen many documents that are in Thai; correct?
A. Yes, sir.
Q. And this -- the issues relating to Ultraman have been going on for a number of years, haven't they?
A. Yes, sir.
Q. And you know it would be important to gather any kind of evidence, licenses or anything of that nature, showing that your father actually licensed Ultraman during those 19 years. You would know that; correct?
A. Correct, sir.
Q. But this one license agreement, which is the one that you say you've seen, you just decided not to bring?
A. No, sir. May I explain?
Q. Sure. Go ahead. Explain.
A. I haven't talked to my father for ten years and it has been difficult in this lawsuit to get all the evidence back in because most of the evidence are in his studio right now.
Q. Well, sir, there's a lot of documents that we've got

here that came from his studio; correct?
A. No, sir. They came from the filing in previous lawsuits, sir.
Q. All right. And your father was involved in those previous lawsuits?
A. Yes, sir.
Q. And your father produced documents in those previous lawsuits?
A. Yes, sir.
Q. Can you identify -- I guess we don't have this license relating to the video that we looked at. We don't have that here with us. Is that your testimony?
A. Yes, sir. We don't have it right now.
Q. So let's set that one aside.

Can you identify, focusing again on whatever uses you and your father made of Ultraman during those 19 years, can you identify any license that he entered into -- written license agreement that he entered into?
A. You mean licensing agreements, sir?
Q. Licensing agreements relating to Ultraman during those 19 years.
A. Yes, sir. 19 -- until which year, sir?
Q. Until Mr. Noboru passed away. A single license agreement relating to Ultraman that he entered into.
A. There are a few, sir.

Q. Are they here so the jury can see them?
A. No, sir.
Q. Are they here so the jury can see them?
A. No, sir.
Q. Again, you're saying your father has those?
A. Yes, sir.
Q. And, again, your father was involved in this dispute in previous cases and he produced documents; right?
A. Correct, sir.
Q. And many of the documents that your father produced are here; we have with us in this trial and we can look at them?
A. Some of them, sir, because this has been 20 years. We tried to retrieve a lot of documents but we got a handful because in Thailand, for example, we -- we -- the documents after ten years were destroyed.
Q. Right. Well, you would know that it would be important to be able to prove that there were licenses during this 19-year period; correct?
A. No, sir.
Q. You knew it would be an issue as to whether over the course of 19 years, you know, your father and you actually made any use of Ultraman? You knew that was an issue in this case; correct?
A. Yes, sir.
Q. All right. Let's talk television. You said your

father can make things for television. You've heard the testimony that there were many different television series involving hundreds of episodes that Tsuburaya made during that period relating to Ultraman. You've heard that testimony?

A. Yes, sir.

Q. Did you or your father make any TV series before Mr. Noboru passed away relating to Ultraman?

A. Not before, sir.

Q. Did you -- we talked about merchandising. Before Noboru passed away, did your father create or you create any merchandise that was Ultraman branded like toys or anything of that nature during those 19 years?

A. Yes, we did, sir.

Q. And do you have examples of those here that we can look at?

A. No, sir, we didn't bring it from Thailand. He's got it all in his museum.

Q. Okay. So in terms of what the jury can actually look at to see what use you and your father made of Ultraman during those 19 years, we only have the "Hanuman and the Eleven" movie which we talked about how he already had the rights to that; right?

A. Yes, sir.

Q. And we have the music video where you don't have a

license that you can show us; correct?
A. Yes, sir.
Q. And we don't have anything else in terms of any type of documentary evidence to show that you and your father were making any use at all of Ultraman during those 19 years; isn't that true?
A. That's true, sir.
MR. QUINN: If we could pull up the 1976 document, Exhibit 4A.
(The exhibit was displayed on the screen.)
BY MR. QUINN:
Q. I think you've acknowledged that there are some errors in this document in terms of the titles and number of episodes and things of that nature; is that correct?
A. That's correct, sir.
Q. And it's true, isn't it, that -- you can take that down, Ken -- there's nowhere in this document where there's specified what the price is that's going to be paid in order to get these rights? That doesn't appear in here?
A. I testified earlier that it appeared, sir.
Q. All right. Where does that appear where it specifies the price that's going to be paid? That's my question.
A. At the bottom paragraph.
Q. Okay. Let's take a look at that.
(The exhibit was displayed on the screen.).

BY MR. QUINN:
Q. What is the price that's specified there?
A. The amount in full has been received.
Q. All right. Is there a price? Do you see a price there?
A. Not a number, sir.
Q. All right. As part of your -- in preparing, you know, and assembling documents, did you locate any documents signed by your father acknowledging forgiveness of any indebtedness to Noboru?
A. Isn't this the one, sir?
Q. Are you saying that this acknowledges indebtedness and it's being forgiven?
A. Yes, sir.
Q. At the time this was signed, sir, how old were you?
A. Five or six.
Q. So you don't have any personal knowledge of what happened between these folks?
A. No, sir.
Q. All right. You can take that down.
Did you look to see whether there was any documents in the records that you were -- that you say you were handling pursuant to which your father said he was forgiving some indebtedness? Did you look to see if there was such a document?

A. No, sir.
Q. Did you see any document signed by your father where he said he was forgiving some indebtedness?
A. No, sir.
Q. All right. Did you see any like promissory note signed by Noboru where he promised to pay some money to your father?
A. Mr. Noboru to my father, sir, or from my father to Mr. Noboru?
Q. A promissory note, you know, signed by Mr. Noboru where he says: I acknowledge I owed you a certain amount of money and I promise to pay it. Did you find a promissory note?
A. No, sir.
MR. QUINN: If we could put that back up again, Ken, please.
(The exhibit was displayed on the screen.)
BY MR. QUINN:
Q. We've referred to this as a -- it has been referred to many times as a contract. How many signatures are there on this contract?
A. One, sir.
Q. Okay. I mean, is it the practice, in your experience is it the practice for companies in the entitlement industry to enter into contracts that have only one person's signature?

A. Yes, sir. Not a contract.
Q. All right. So I mean, would you agree that if it only has one person's signature, it's actually not a contract at least from your understanding?
A. No, sir.
Q. All right. Well, in any event you've never seen a document like the 1976 document signed by both parties; is that true? Where it was an assignment of rights in Ultraman signed by both parties?
A. Would you repeat that again, sir?
Q. It was a bad question.

Have you seen a document dated 1976, the time of this, that is signed by both parties pursuant to which rights in Ultraman are conveyed?
A. You mean between my father and Mr. Noboru, sir?
Q. Yes.
A. No, sir.
Q. You, at least as of the time of your deposition, you did not know where the original of the 1976 document is?
A. No, sir, I do not know.
Q. That's a correct statement?
A. That is correct, sir.
Q. And you're aware of your father's testimony that before Mr. Noboru passed away he never showed the 1976 document to anyone? You're aware of that testimony?

A. I'm not sure about that, sir.
Q. You don't know whether he testified to that or not?
A. I'm not very certain, sir. If I see the document, I would remember.
Q. My question is: Are you aware of your father's testimony that he never showed this document to anyone before Mr. Noboru passed away?
A. You mean from a letter or --
Q. That he showed it to anyone.
A. My question is you mean --
Q. Are you aware of his testimony that he never showed it to anyone before Noboru passed away; that he just kept it to himself? Are you aware of that, sir?
A. No, sir.
Q. You made reference to a company called TIGA, T-I-G-A?
A. Yes, sir.
Q. And TIGA is UM's licensing agent; is that correct?
A. Yes, sir.
Q. And Exhibit 40-A -- and I'm frankly not sure. I believe this is in evidence -- is a licensing agreement, the contract between UMC and TIGA giving TIGA the right to distribute Ultraman all over the world including U.S.; correct?
A. Yes, sir.
Q. And TIGA has licensed Ultraman to a U.S. company called

Golden Media Group; correct?
A. Correct, sir.
Q. And TIGA licensed Ultraman to Golden Media Group in 2011; is that correct?
We could take a look at Exhibit 10A-1.
(The exhibit was displayed on the screen.)
MR. QUINN: If you could look at Exhibit 10A-1. We would offer Exhibit 10A-1.
THE COURT: Any objection?
MR. CHIBIB: No, Your Honor.
THE COURT: 10A will be admitted into evidence.
(Exhibit 10A received in evidence.)
BY MR. QUINN:
Q. All right. So TIGA licensed Ultraman to Golden Media Group in 2011; correct?
A. Yes, sir.
Q. And TIGA licensed "Ultra 7" and "Ultra Q" to Golden Media Group in 2012; isn't that correct?
We would offer Exhibit 11-A.
THE COURT: Any objection?
MR. CHIBIB: No objection, Your Honor.
THE COURT: All right. 11A will be admitted into evidence.
(Exhibit 11A received in evidence.)
(The exhibit was displayed on the screen.)

BY MR. QUINN:
Q. If we can look at 11A, TIGA licensed "Ultra 7" and "Ultra Q" to Golden Media Group in 2012; is that correct?
A. Yes, sir.
Q. And the copies of the Ultraman works referenced here were actually distributed by Golden Media Group in the United States pursuant to these agreements; correct?
A. Yes, sir.
Q. And if the 1976 document, if that is not valid, then Golden Media Group's distribution was not authorized.
Would you agree with that?
A. Yes, sir.
Q. And UMC earned revenue as a result of Media Group's distribution as well; correct?
A. You mean Golden Media Group, sir?
Q. Yeah. UMC earned revenue as a result of Golden Media Group's distribution as well; correct?
A. Yes, sir.
Q. And if the 1976 document is not valid, then UMC would have no right to receive that revenue; correct?
A. Yes, sir.
MR. QUINN: If we could look at Exhibit 46A and 15 and 16. These are photos. We would offer these in evidence, Your Honor.
THE COURT: Any objection?

MR. CHIBIB: No objection, Your Honor.

THE COURT: All right. So 46A and 15 and 16, will -- well, I'm sorry. 46A and 15 --

MR. QUINN: It's 46A and pages 15 and 16. I'm sorry.

THE COURT: All right. 46A will be admitted.

(Exhibit 46a received in evidence.)

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. All right. And if we could look at -- are we looking at 15, page 15? Yes.

And do you recognize your father here?

A. Yes, sir.

(The exhibit was displayed on the screen.)

BY MR. QUINN:

Q. And if we look at 16, another picture of your father? You see him there?

A. Yes, sir.

Q. I mean, you're aware that your father was served with this lawsuit in Bangkok?

A. Yes, sir.

Q. And I mean, you're aware that he avoided service for some period of time? He tried not to be served?

A. I'm not sure about that, sir.

Q. Okay. But in any event, he was served and he decided

not to defend and not to come and his default was entered. Are you aware of that?
A. Yes, sir.
Q. You're aware that your father was criminally convicted by a court in Thailand for providing a court with fraudulent evidence? You're aware of that, aren't you?
A. Yes, sir, but that would have been a civil case here in the United States.
Q. You mean, you have the ability under your contract with your father to require that he come here to support your case. Isn't that true?
A. No, sir, I do not.
MR. QUINN: Well, let's take a look at Exhibit 42, Section 2.2, if we could. I'd offer Exhibit 42, Your Honor.
THE COURT: 42 has been admitted.
MR. QUINN: All right. Thank you.
If we could put that up and look at paragraph 2.2.
(The exhibit was displayed on the screen.)
BY MR. QUINN:
Q. This is one of the agreements between you and your father. It's up on the screen.
A. Yes, sir.
Q. All right. And the assignor, that assignor that we see here, that's your father; correct?
A. Yes, sir.

Q. And you are the assignee; right?
A. Yes, sir.
Q. And what he agrees to do here is says basically he'll do anything necessary, proper, or desirable to ensure that the assignee obtains the full benefits and rights assigned under this agreement; correct?
A. Yes, sir.
Q. And so you could, under this agreement, you could ask him: My rights are at issue here in Ultraman that you supposedly gave to me and I need you to come and support this case.

You could ask him to do that; correct?
A. We did sir. We did ask him.
Q. And he said he's not coming?
A. He didn't tell me. He told through attorney that he's ill; and for your information, sir, we cannot -- I tried. We -- under Thai law, I'm his son and this seems to be my company under Thai law. A son, to whatever extent, cannot sue the father even as a company.
Q. But, I mean, he continues to have an interest in Ultraman himself; correct?
A. No, sir, he's not supposed to.
Q. Well, there is a revenue sharing agreement that he's a party to; correct?
A. No, sir, that is not correct.

Q. All right. We looked at some passports with some dates in it. I mean, those passports existed back in 1995-1996, that time period, obviously. Those passports relate to things that happen in travel back in the 1970s; correct?
A. Yes, sir.
Q. So if one was going to try to create a document and show that somebody in 1995, after Mr. Noboru died, can show that 20 years before they were in Japan, you could look at the passport and see what dates the passport indicated one was in Japan; correct?
A. I'm confused, sir. What's the question?
Q. I mean, if were you going to create a document transferring rights in 1996 or 1995, 20 years later, if you were going to do that, you would have these passports with those stamps in it; correct? The passports already existed.
A. I don't follow your question, sir. Sorry.
Q. These passports, they date from the 1970s. They existed already in the 1995-1996 timeframe; correct?
A. Yes, sir.
Q. All right. And if somebody wanted to create a document indicating that they were in Japan at a certain date, they could look at the passport and make sure it was consistent with the passport; correct?
A. Oh, yes, sir. I understand now. Yes, sir.
(Counsel conferred.)

MR. QUINN: Excuse me, Your Honor.

(Counsel conferred.)

MR. QUINN: Nothing further, Your Honor.

THE COURT: All right. Mr. Chibib.

MR. CHIBIB: Just a couple of questions, Your Honor.

THE COURT: I may hold you to that.

MR. CHIBIB: The answers are going to be really long, though.

(Laughter.)

MR. CHIBIB: Excuse me. Yes.

If you could pull up Exhibit 4A, please.

(The exhibit was displayed on the screen.)

MR. CHIBIB: And let's look at section, Article 1, please.

(The exhibit was displayed on the screen.)

REDIRECT EXAMINATION

BY MR. CHIBIB:

Q. Mr. Saengduenchai, you were asked questions just a little bit ago and you were asked why would "Haruman" -- "Hanuman and the Seven Ultraman" be listed there in Section 1.2 because your father already owned the rights to that; right?

A. Yes, sir.

Q. But why is "Hanuman and the Seven Ultraman" listed in

Exhibit 4A?

MR. QUINN: Lacks foundation, Your Honor. At that point he was five years old.

MR. CHIBIB: I'll rephrase it.

THE COURT: Yes, please. Thank you.

BY MR. CHIBIB:

Q. This contract, Exhibit 4A, also grants rights to "Hanuman and the Seven Ultraman" to TPC to use in Japan because they didn't have those right to begin with; isn't that right?

A. Yes, sir.

Q. Okay. So "Hanuman and the Seven Ultraman" are listed there similarly to "Giant and Jamborg 'A'" to grant rights back to TPC from your father?

A. May I explain?

Q. Sure.

A. "Hanuman and the Seven Ultraman" was shown in Japan in 1979. Without this contract, it would be -- we don't find any other proof that they had the rights.

So by this contract they had the rights to show the "Hanuman and the Seven Ultraman" in Japan, sir.

Q. Right. So this contract, Exhibit 4A, granted rights that your father had in Japan to "Hanuman and the Seven Ultraman" and "Giant v. Jambo A" to TPC?

A. Yes, sir; correct.

MR. CHIBIB: Okay. Exhibit 171, please. If you could pull that up and specifically the first page of paragraph 2. 171, paragraph 2.

(The exhibit was displayed on the screen.)

BY MR. CHIBIB:

Q. You were asked questions just a minute ago as to whether your father already had rights to "Ultraman Zoffy" to use that film and create "Hanuman and the Eleven Ultraman." Do you remember those questions?

A. Yes, sir.

Q. This agreement is the only contract your father has with TPC regarding "Ultraman Zoffy"; right?

A. Yes, sir.

Q. Section 2 does not grant your father any rights to use "Ultraman Zoffy" film footage to make a new movie, does it?

A. No, sir.

Q. It only gives him the rights to show that movie "Zoffy" in the theater; isn't that right?

A. Correct, sir.

Q. So he never had those rights.

A. No, sir.

Q. Under this agreement?

A. No, sir.

MR. CHIBIB: Okay. Thank you very much.

THE COURT: Mr. Quinn?

RECROSS-EXAMINATION

BY MR. QUINN:

Q. If we could look at 4A, as I understand your testimony, sir, part of the purpose of this was to give Tsuburaya Productions rights into certain property owned by your father? Is that what you're saying?

A. Yes, sir.

Q. Could you point us, please, to the language in the document that says that?

A. No, sir. There's no writing like that.

Q. All right. It's not there, is it?

A. No, sir.

MR. QUINN: Thank you.

THE COURT: Mr. Chibib?

MR. CHIBIB: Nothing further, Your Honor.

(End of requested testimony.)

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CERTIFICATE

I, PAT CUNEO, CSR 1600, hereby certify that pursuant to Section 753, Title 28, United States Code, the foregoing is a true and correct transcript of the stenographically reported proceedings held in the above-entitled matter and that the transcript page format is in conformance with the regulations of the Judicial Conference of the United States.

Date: November 13, 2017

/s/ PAT CUNEO

PAT CUNEO, OFFICIAL REPORTER
CSR NO. 1600

MR. CHIBIB: [22] 6/16 6/20 7/4 8/19 9/13 12/13 12/17 16/5 16/9 16/25 20/3 43/9 43/20 44/25 49/4 49/7 49/10 49/13 50/3 50/25 51/23 52/14
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THE WITNESS: [1] 12/14

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4565 [1] 1/23
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